

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

THEODORE GEORGIS,

Plaintiff,

v.

ANTHONY CONCIALDI

Defendant.

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Case No: 07 C 1226

MOTION FOR ENTRY OF JUDGMENT AGAINST CARS-USA, LLC

Plaintiff, Theodore Georgis, by his counsel, John F. Grady, moves pursuant to Fed.R.Civ. 69(a) for an order (1) making Plaintiff the legal holder of a Promissory Note made in favor of Defendant and (2) entering judgment in Plaintiff's favor and against the maker of the note, CARS-USA, LLC, for \$90,000.00 due and owing under the note. In support of its Motion, Plaintiff states as follows:

1. On June 12, 2007, the court entered a default judgment against Defendant in the amount of \$152,850.00.

2. On June 25, 2007, Plaintiff caused a Citation to Discover Assets to be served on CARS-USA, LLC ("CARS") an Illinois limited liability company, to determine whether CARS was indebted to the Defendant.

3. On July 13, 2007, in lieu of appearing for a citation examination, the managing member of CARS, Sheridan Enterprises Limited, by its president, Gary Blank, provided the Plaintiff with a notarized affidavit attesting that CARS currently owes the Defendant \$90,000.00 under a Promissory Note dated August 16, 2006 (the Promissory

Note"). A true and accurate copy of the Promissory Note is attached to the Gary Blank affidavit.

4. The Promissory Note requires Cars-USA, LLC to pay Anthony Concialdi, *or his nominee*, \$90,000.00 on or before December 31, 2006. It also states that "in the event of a default in the payment of this Promissory Note, all monies due hereunder shall thereupon become due in full at the election of the legal holder hereof, without notice or demand."

5. Further, the third paragraph of the Promissory Note states:

"The undersigned hereby authorizes, irrevocably, any attorney of any Court of Record to appear for the undersigned in such Court if this Promissory Note is not paid in full when due, upon demand made in accordance with the terms herein, to confess judgment, without process in favor of the legal holder of this Promissory Note, for such amount as may appear to be due and unpaid thereon, together with reasonable costs of collection, including reasonable attorneys fees, and to waive and release all error which may intervene in any such proceedings and consent to immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

6. The full amount of Plaintiff's default judgment against Defendant (\$152,850.00) remains due and owing, and Plaintiff is entitled to step into Defendant's shoes and become his nominee under the Promissory Note.

7. Plaintiff requests an order making it Defendant's nominee for purposes of the Promissory Note. In addition, pursuant to the warrant of attorney in the Promissory Note, Defendant further requests entry of judgment in its favor and against CARS in the amount of \$90,000.00 under the Promissory Note.

WHEREFORE, Plaintiff, Theodore Georgis, respectfully requests the relief indicated above.

Respectfully submitted,

THEODORE GEORGIS

By: /s/ John F. Grady
One of his attorneys

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